


ORDERED.

Dated: November 04, 2016



Karen S. Jennemann
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov**

In re:

CASE NO. 6:15-bk-03448-KSJ

**ORLANDO GATWAY
PARTNERS, LLC,**

CHAPTER 7

Debtor.

**ORDER APPROVING JOINT MOTION BY GOOD GATEWAY, LLC,
SEG GATEWAY, LLC, AND EMERSON C. NOBLE, AS CHAPTER 7 TRUSTEE,
TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO BANKRUPTCY RULE 9019**

THIS CASE came on for hearing on October 27, 2016 (the “Hearing”) upon the joint motion by **GOOD GATEWAY, LLC** (“Gateway”), **SEG GATEWAY, LLC** (“SEG”) (collectively, the “Gateway Creditors”), and **EMERSON C. NOBLE**, as **Chapter 7 Trustee** (“Trustee”) to approve settlement agreement (“Settlement Agreement”) pursuant to Bankruptcy Rule 9019 (“Motion”), filed on August 2, 2016 (Doc. No. 283); the First Amendment to the Settlement Agreement (“First Amendment”), filed on October 20, 2016 (Doc No. 396); the Objection by BKGD, LLC to Joint Motion to Approve Compromise of Controversy or Settlement Agreement Pursuant to Rule 9019 (“BKGD Objection”), filed August 10, 2016 (Doc 311); and the Objection and Repudiation by SEG Gateway, LLC, and Objection by Equity and

Nilhan Financial, LLC, to Joint Motion by Good Gateway, LLC, SEG Gateway, LLC, and Emerson C. Noble, as Chapter 7 Trustee, to Approve Settlement Agreement pursuant to Bankruptcy Rule 9019 (“Equity Objection”), filed on October 21, 2016 (Doc No. 399). The terms of the Settlement Agreement are substantially set forth in the Motion, Settlement Agreement, and the First Amendment. In the Motion, the Gateway Creditors seek the approval of the Bankruptcy Court with respect to the Settlement Agreement reached by and among the above-referenced parties.

Upon consideration of the Motion, the First Amendment, the BKGD Objection and the Equity Objection, the evidence and testimony presented at the Hearing, and having heard the arguments of all counsel present at the Hearing, the Court made findings of fact and conclusions of law as stated orally and recorded in open Court¹. Accordingly, it is

ORDERED:

1. The Motion is **GRANTED** and the Compromise is **APPROVED**.
2. The BKGD Objection and the Equity Objection are **OVERRULED**.
3. The Gateway Creditors and the Trustee are authorized and directed to consummate the Settlement Agreement and the First Amendment in accordance with the terms of their agreement.
4. Nothing contained in this Order or the Settlement Agreement or the First Amendment shall be construed or otherwise interpreted as altering or impacting in any respect the rights, priorities and lien priorities of SummitBridge National Investments IV LLC.
5. The Court reserves jurisdiction to enforce the terms of this Order or interpret the terms of the Settlement Agreement and First Amendment.

Attorney R. Scott Shuker is directed to serve a copy of this order on interested parties and file a proof of service within three (3) days of entry of the order.

¹ The Court, in its discretion, may file written findings of facts and conclusions of law at a later date.